This document is intended to provide you with important information that will form part of the Terms and Conditions agreement to use the services of Viktoria Rosek, Authorised Marriage Celebrant, (TA: "Duet Celebrancy"). The contents of this document are reviewed and updated to reflect the Code of Conduct for Marriage Celebrants and the responsibilities set out in the Marriage Act 1961. The information contained has been prepared honestly and in good faith.

TERMS- POLICIES AND PROCEDURES

1. BOOKING

1.1: A booking is only confirmed when the client has paid a deposit of \$200, of which details are outlined in this document's Invoicing and Refunds section.

2. INVOICING AND REFUNDS

- 2.1: To secure a booking, a non-refundable deposit of \$200 is required which upon receipt by the Celebrant will be confirmed by a paid invoice with a new balance invoice issued within 14 business days.
- **2.2:** The balance of the booking fee is due no later than 6 weeks before the event date stated on the invoice or an alternate date agreed upon in writing by the client and the Celebrant at the time of the booking.
- 2.3: A booking may result in cancellation by the Celebrant if the balance is not received 6 weeks before the event date or date agreed upon by both parties.
- 2.4: Changes to the event date by the client are subject to the availability of the Celebrant and the receipt of a new booking invoice.
- 2.5: All requests, regarding the date, time, or venue change must be made in writing, and are subject to celebrant availability.
- 2.6: Shortening of Time- Granted by Prescribed Authority: Full payment is required at the time of booking (no refunds).
- 2.7: For bookings made within 6 weeks (42 days) of the scheduled event, full payment is required at the time of booking. Please note, that no refunds will be offered for cancellations under this timeframe.

3. CANCELLATIONS BY THE CLIENT- IN WRITING BY BOTH PARTIES

- 3.1: Cancellation 8 or more weeks (56+ days) before the event:
 - Clients will receive a full refund of any payments made, minus the \$200 non-refundable deposit.
- 3.2: Cancellation between 60 and 41 days (inclusive) before the event:
 - Clients will receive a 50% refund of all payments made, minus the \$200 non-refundable deposit.
- 3.3: Cancellation within 42 days (inclusive) of the event:
 - All monies paid are non-refundable, and the client forfeits any payments made.
- 3.4: It is at the discretion of the Celebrant to offer refunds outside the above-mentioned terms.
- 3.5: Any refunds mentioned above are paid to the client within 14 business days.
- 3.6: Shortening of time: Full payment required on booking, (no refund for cancellation).

4. CANCELLATIONS BY CELEBRANT

- **4.1:** The Celebrant reserves the right to make a judgment call not to proceed with the marriage ceremony and cancel if either party arrives at the ceremony intoxicated either by alcohol or drugs or appears unable to understand the ceremony. In this case, there is no refund.
- 4.2: The client is wholly responsible for any charges deemed and issued by the venue.
- **4.3:** The Celebrant reserves the right to cancel any booking at any time either by unforeseen circumstances or other at which time all payments received will be refunded (except where 4.1 is actioned) to the client including the \$200 booking fee.
- **4.4:** The Celebrant may leave the ceremony due to time constraints or other if the parties are late to the ceremony beyond a reasonable time (30 minutes) where an extension is not possible due to no fault of the celebrant.

5. EXTREME EMERGENCY

- **5.1:** In the case of an extreme emergency where the Celebrant is involved in an accident and not conscious or able to speak a passenger identification display card will be in full view for emergency services to act upon.
- **5.2:** In the case where time allows for a safe transfer of documents to a new celebrant, the marriage will be solemnised as scheduled. It should be noted that it is advised that you bring original identity documents sighted by your original celebrant that evidenced your NOIM i.e., place and date of birth and evidence of identity and evidence of dissolution of previous marriage (if applicable) and a Declaration of No Legal Impediment must be remade before the replacement celebrant.
- **5.3:** In the case where there is not an opportunity to hand over the documentation to the replacement celebrant, a commitment ceremony will take place, where the replacement celebrant will explain the circumstances before the wedding party and that the legal parts of the wedding will be performed at another time. In this case, the rings and rituals (to the best of the new Celebrant's ability) will be included in the ceremony however the official Monitum, legal vows, and pronouncement that the intended couple were married will not be included in the ceremony.

6. DAMAGES

All equipment agreed upon in a service agreement is solely operated by me (Celebrant), any unauthorised use of supplied equipment where damage has occurred to cause such equipment to be compromised at an event will be assessed by appropriate service providers for an estimate of best repair and cost/quote will be invoiced to you (the parties).

7. SAFETY

7.1: The Celebrant has the right to feel safe and any situation deemed threatening and unresolvable by the celebrant will not be tolerated and will result in immediate cancellation. In this instance, there will be no refund of any monies paid by the parties and any further costs incurred will be the responsibility of the parties.

7.2: The celebrant reserves the right to decide not to use the PA system if the weather conditions are not suitable and pose a danger to guests and themselves. If the PA System fails for any reason, before or during the ceremony the parties understand that the celebrant will not be held responsible.

8. TRAVEL & ACCOMMODATION

The parties agree that any travel and overnight stay requirements outside of the Sydney region will be booked and paid for by the parties and an additional fee based on kilometres, tolls, and petrol outside of the Sydney region may be applicable. In addition, the parties will provide a reserved parking space at the venue, and return travel by water taxi, ferry, air, or other if needed, with finalised arrangements secured 3 business days before the date of the event.

9. ADDITIONAL COSTS

9.1: There will not be any hidden costs, all fees will be discussed and transparent, clearly stated in the Service Agreement.

9.2: Where the parties have requested the celebrant to source and supply additional equipment, ritual items, candles etc, the celebrant will not be responsible for its quality and can not guarantee delivery. All costs for additional requests will be communicated in writing to the parties and agreed upon in the service agreement. Any change of mind on goods supplied and delivered will be the responsibility of the parties and no refund will be offered by the celebrant.

9.3: The parties agree to adhere to the agreed-upon schedule for the ceremony. Any unreasonable delays caused by the late arrival of either party or additional unscheduled requests resulting in an extension of the agreed schedule will incur additional charges. These charges will be invoiced to the clients after the event and must be paid within 5 business days of receiving the invoice.

9.4: The celebrant reserves the right to leave the ceremony if the delay is deemed unreasonable. It is at the sole discretion of the celebrant to determine what constitutes an unreasonable delay.

10. CONDUCT OF PARTIES & WITNESSES

10.1: The parties acknowledge that the ceremony will not take place if either party is under the influence of drugs, alcohol or other substances and that the Celebrant is lawfully not authorised to solemnise the marriage. Judgement is at the sole discretion of the Celebrant.

10.2: Witnesses to the marriage can not sign official documents if the celebrant suspects that they are under the influence of drugs, alcohol or other substances. In this instance, another guest can be appointed as a witness to the marriage without disrupting the ceremony.

11. PRIVACY

11.1: The information you provide will not be shared with a third party and will be kept private in line with The Privacy and Personal Information Protection Act 1998. Information you provide will only be used with your permission for the purpose of creating your ceremony.

11.2: The parties agree to permit the celebrant to use images and video obtained from the event for the purpose of promoting the celebrant's business in print and on social media. All such images and videos must first be approved and supplied by the parties or their official vendors employed for the event.

12. AMENDMENTS TO TERMS- POLICIES AND PROCEDURES

It is at the sole discretion of the authorised celebrant to update/modify any part of these terms at any time before, during or after its circulation. Any existing client will receive an updated document and agree to its terms.